

**POST ORAL INTERVIEW QUESTION BANK  
USE AND SECURITY AGREEMENT**

August 2004

**I. Parties to the Agreement**

The parties to this agreement are the California Commission on Peace Officer Standards and Training, hereinafter referred to as POST, and \_\_\_\_\_, hereinafter referred to as the Hiring Agency.

**II. Purpose of the Agreement**

This agreement is intended to protect the mutual interests of the Hiring Agency, POST, and applicants to any agency which uses the items in the POST Oral Interview Question Bank. This agreement protects those interests by ensuring that no person gains special advantage by having improper access to those questions. POST requires, therefore, that the Hiring Agency execute this agreement and fulfill its terms.

**III. Terms and Conditions**

POST agrees to make its Oral Interview Question Bank available to the Hiring Agency, subject to the conditions set forth in this agreement.

As the user of the POST Oral Interview Question Bank, the Hiring Agency agrees to the following terms and conditions:

- A. The Hiring Agency accepts continuing responsibility for carrying out the terms of this agreement and further agrees that all necessary administrative steps will be taken to ensure that staff members, oral interview panel members and any other persons who may be given access to the questions in the POST Oral Interview Question Bank will be informed of this agreement and will be required to comply with it.
- B. Hiring Agency Designee:
  - 1. The Hiring Agency will designate no more than two persons to have access to the POST Oral Interview Question Bank.
  - 2. Each designee must read this agreement and sign Attachment A, Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST Oral Interview Question Bank Security Agreement. By signing Attachment A, the designee(s) acknowledge that s/he:
    - a. Was provided a copy of this agreement by the Hiring Agency.
    - b. Read and understood this agreement
    - c. Agrees to comply with the provisions of this agreement.

3. The Hiring Agency will keep a signed copy of Attachment A on file for each designee and will make these signed copies available for POST's inspection.
4. The Hiring Agency will notify POST via email of the name, title, email address and telephone number of the designee(s).
5. The Hiring Agency will promptly notify POST via email when the designee(s) leaves the Hiring Agency's employment or is relieved of the responsibility for carrying out the terms of this agreement.
6. The Hiring Agency will promptly appoint a successor and will notify POST via email of the successor's name, title, email address and telephone number.

C. Staff Members and Interview Panelists:

1. In addition to the authorized designee(s), the Hiring Agency will limit access to POST-supplied interview questions to staff members and oral interview panelists who have legitimate need for such access.
2. Before providing access to the POST interview questions, the Hiring Agency will require the staff member(s) and/or oral interview panelist(s) to read this agreement and sign Attachment A, acknowledging that they:
  - a. Were provided a copy of this agreement by the Hiring Agency.
  - b. Read and understood this agreement.
  - c. Agree to comply with this agreement's applicable provisions.
3. The Hiring Agency will keep a signed copy of Attachment A on file for each staff member and/or interview panelist and will make these signed copies available for POST inspection. The copies signed by interview panelists may be discarded one year from the date the last interview is held or one year from the date an eligibility list is established, at the agency's discretion.

D. Security of Interview Questions:

1. All interview questions accessed through the POST Oral Interview Question Bank will remain the property of POST and will be used solely by the Hiring Agency to assess candidates through the oral interview process.
2. Only persons who have read this agreement and have a signed copy of Attachment A on file with the Hiring Agency may have access to the interview questions.
3. Under no circumstances will candidates be provided access to the Oral Interview Question Bank or to reproducible versions of any of the interview questions in the bank, except as occurs in the course of the oral interview process.

4. Any reproducible versions of POST-supplied interview questions will be handled and stored in a manner that will prevent unauthorized persons from having access to them.
5. All reproducible versions of POST-supplied interview questions will be destroyed immediately following the completion of the oral interview process.
6. The Hiring Agency will exercise reasonable care to ensure that the confidentiality of POST-supplied oral interview questions is maintained when reproducible versions of the questions are destroyed.
7. No official, staff member or other agent of the Hiring Agency will loan, give, sell or otherwise make available any POST oral interview questions to any agency or person who is not specifically authorized by POST or the Hiring Agency to have access to the questions, nor will they knowingly permit others to do so.

#### **IV. Exceptions**

Any exception to this agreement must be stated in writing and agreed to by both parties before such exceptions may be considered to be in effect.

#### **V. Termination of Agreement**

##### **A. Inability to Fulfill Agreement:**

In the event that the Hiring Agency finds that it is unable to ensure fulfillment of this agreement, the Hiring Agency will promptly notify POST to that effect via email.

##### **B. POST's Right to Terminate This Agreement:**

POST reserves the right to terminate this agreement for good cause at any time. Good cause includes, but is not limited to, POST's reasonable belief that the terms of the agreement have not been fulfilled or are not being fulfilled.


##### **C. Hiring Agency's Right to Terminate This Agreement:**

The Hiring Agency may terminate this agreement at any time by so notifying POST via email.


#### **VI. Acceptance of Terms and Conditions of This Agreement**

On behalf of the agency I represent, I accept the terms and conditions of this agreement and agree to comply with them.

**HIRING AGENCY**

Name	<hr/>		
	(Please print clearly)		
Title	<hr/>		
Agency	<hr/>		
Street Address	<hr/>		
City / State / Zip	<hr/>		
Phone	(    )	Email	<hr/>
Date	<hr/>	Signature	 <hr/>


**COMMISSION ON POST**

Name	<u>Kenneth J. O'Brien</u>		
Title	<u>Executive Director</u>		
Address	<u>1601 Alhambra Boulevard</u>		
City / State / Zip	<u>Sacramento, CA 95816</u>		
Phone	<u>(916) 227-3909</u>	Website	<u>www.post.ca.gov</u>
Date	<hr/>	Signature	 <hr/>

**Attachment A**

**Acknowledgment of the Requirement  
to Adhere to the Terms and Conditions of the  
POST Oral Interview Question Bank Use and Security Agreement**

I have been provided with a copy of the Use and Security Agreement between the California Commission on Peace Officer Standards and Training (POST) and \_\_\_\_\_ . I have read and understand the terms and conditions of this agreement, and I agree to carry out my duties and responsibilities in accordance with all applicable provisions.

Name	_____	(Please print clearly)
Title	_____	
Agency	_____	
Street Address	_____	
City / State / Zip	_____	
Phone	(    ) _____	Email _____
Date	_____	Signature  _____